

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FILED

MAY 11 2011

PATRICIA DOUGLAS,

Plaintiff,

v.

NCO FINANCIAL SYSTEMS, INC.

Defendants.

MICHAEL E. KUNZ, Clerk
By _____ Dep. Clerk

Civil Action No. 2:11-CV-02071-RB

OFFER OF JUDGMENT

TO: Plaintiff, Patricia Douglas, through her attorney, Craig Thor Kimmel, Kimmel & Silverman, P.C., 30 East Butler Pike, Ambler, PA 19002.

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant, NCO Financial Systems, Inc. (NCO), hereby offers to allow judgment to be taken against it in favor of Plaintiff, Patricia Douglas, as follows:

- 1) The party making the Offer of Judgment is NCO Financial Systems, Inc.;
- 2) The Offer of Judgment is being made to Plaintiff, Patricia Douglas;
- 3) Judgment shall be entered against NCO for statutory and actual damages in the total amount of \$1,001.00 for NCO's alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, and any other violations Plaintiff alleged in this lawsuit against NCO;
- 4) The Judgment entered shall also include an amount for reasonable costs and attorneys' fees accrued through the date of this Offer of Judgment. Reasonable costs and attorneys' fees are to be agreed upon by the parties, or, if the parties are unable to agree, to be determined by the Court on application by Plaintiff's counsel subject to the limitation that attorneys' fees and costs are cut off as of the date of this Offer of Judgment;
- 5) The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiff against NCO, and said judgment shall have no effect whatsoever except in settlement of those claims;

- 6) This Offer of Judgment is made solely for the purposes specified in Rule 68, and is not to be construed either as an admission that NCO is liable in this action, or that Plaintiff has suffered any damages; and
- 7) In accordance with Rule 68, if Plaintiff does not accept this Offer of Judgment within fourteen (14) days after service of the Offer, then the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If Plaintiff does not accept this Offer of Judgment, and the judgment finally obtained by Plaintiff is not more favorable than this Offer, then the Plaintiff must pay her costs incurred after this offer, as well as NCO's costs, as allowed by the law of this District.

ACCEPTED: _____

Patricia Douglas

DATE: _____

5-10-11

Respectfully Submitted,



Jessica A. Hawkins
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Attorney for Defendant,
NCO Financial Systems, Inc.

APPROVED



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